



September 24, 2013

Sheriff Steve Loftis
4 McGee Street
Greenville, SC 29601

Dear Sheriff Loftis:

Attached you will find an original copy of a Mutual Aid Agreement renewal between our agencies. Please review this agreement and if this agreement is satisfactory please sign it and forward the original to your agency's governing body for signature. Please retain a copy for your records and return the signed original to:

Lieutenant Mike Ferguson
216 C. David Stone Road
Pickens, South Carolina 29671

Thanks for your time and consideration, and on behalf of the men and women of the Pickens County Sheriff's Office we look forward to working together with your agency.

Respectfully,

A handwritten signature in black ink that reads "Rick Clark".

Rick Clark
Sheriff, Pickens County



**MUTUAL AID ASSISTANCE AGREEMENT BY AND BETWEEN
PICKENS COUNTY, SOUTH CAROLINA AND GREENVILLE COUNTY, SOUTH
CAROLINA**

THIS MUTUAL AID ASSISTANCE AGREEMENT (“Agreement”) made and entered into this ____ day of _____, _____, by and between **Pickens County, South Carolina** (“Pickens”) and **Greenville County, South Carolina** (“Greenville County”), (collectively, the “Parties”, or singularly, the “Party”).

WITNESSETH:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina, 1976, as amended (the “Code”), provides that any county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other county in the State of South Carolina (the “State”), only if, prior to such transfer, the respective counties enter into a written agreement stating the terms and conditions of the temporary transfer; and,

WHEREAS, Section 6-11-1810 of the Code provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and,

WHEREAS, in accordance with Section 23-1-210 and Section 6-11-1810 of the Code, the Parties, each a body politic and political subdivision of the State, desire to enter into an agreement for the purposes of temporarily transferring law enforcement officers to each other, upon request, to provide assistance in the event of an emergency, arising from natural and man-made disasters, technological hazards, civil unrest, or other emergency situations, or in the event of a significant event:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties, by and through their duly authorized representatives, respectively agree as follows:

1. **Assistance**. The assistance rendered in accordance with this Agreement shall solely involve the temporary transfer of law enforcement between the Parties. When so transferred, such law enforcement and emergency service officers shall have the powers and authority of similar law enforcement officers employed by the jurisdiction to which the officers are transferred.
2. **Primary Responsibility**. The Party responding to a request pursuant to this Agreement (the “Responding Party”) shall take such action as is necessary to provide and make available the necessary resources requested by the requesting Party (the “Requesting Party”), provided that the Responding Party may withhold its resources, at its sole discretion, to the extent necessary to provide reasonable protection for its own citizens. Additionally, the Responding Party shall be subject to all provisions of federal, state, and local laws governing the provision of assistance at the incident location. Such assistance shall continue so long as necessary, or until a conflicting need arises in the Responding Party. However, both Parties expressly acknowledge that the primary responsibility of each is to serve and protect its own citizens.

3. **Request for Assistance.** The County Administrator or County Sheriff (the “Authorized Representative”), or, in the case of a municipality or other entity, the chief executive officer, or his or her designee of the Requesting Party, may request the assistance of the other Party by contacting the Authorized Representative, or his or her designee, of that Party. The provisions of this Agreement shall only apply to requests made by and to the Authorized Representative or his or her designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty (30) days of the request. Requests shall provide the following information:

- (a) A description of the emergency, or significant event, including time and location, for which assistance is necessary.
- (b) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be required.

The law enforcement or emergency service officers temporarily transferred by the Responding Party shall either report to a designated Officer-in-Charge of the Requesting Party at the incident location in person, or via at a prescribed emergency radio channel, and shall be subject to the orders and command of that Officer. If the Responding Party renders assistance, its personnel, equipment, materials and supplies shall continue under the command and control of its regular officers, but such officers shall report to and receive instruction from the Officer-in-Charge of the Requesting Party.

The assistance provided pursuant to this Agreement is limited to seven (7) days, but may be extended, if necessary, for an additional seven (7) day period, by the Authorized Representative of the Requesting Party forwarding another request for assistance to the Authorized Representative of the Responding Party.

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility, if necessary, for providing food and housing for Responding Party personnel from the time of arrival to final departure. However, the Responding Party personnel and its equipment should be, depending upon the nature of the emergency and to the greatest extent possible, self-sufficient.

4. **Insurance.** Personnel, equipment, materials and supplies used to render assistance pursuant to this Agreement shall be insured for third-party liability purposes under the Responding Party’s general liability insurance policy. It is also the responsibility of each Party to ensure adequate insurance coverage for its personnel and equipment. Each Party shall provide a letter from its insurance carrier authorizing it to provide and receive assistance pursuant to this Agreement.
5. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. In other words, each party is responsible for the acts and actions of its own personnel and equipment, and no

Party is responsible for insuring, indemnifying, or holding harmless any other under this Agreement.

6. **Reimbursement.** The Responding Party shall be reimbursed, within sixty (60) days of submitting a statement, as described below, by the Requesting Party for all reasonable expenses incurred in connection with requests made pursuant to this Agreement, provided that the Responding Party timely remits to the Requesting Party an itemized statement of account of such expenses. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. Further, the temporary transfer of law enforcement or emergency service officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be the employees of, and paid by the Responding Party.
7. **Personnel.** During the period of assistance, each Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Responding Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Responding Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Responding Party shall be responsible for payment of such benefits only to their respective employees.

All personnel participating pursuant to this Agreement shall at all times remain the employee of their respective Party, and shall act in a manner that reflects and casts their respective agencies and the law enforcement community as a whole in a positive and professional light. Within this professional light each Party shall notify each other of any criminal investigations outside their own jurisdictions as stated in §23-1-210 and §23-1-215 of the Code.

8. **Equipment.** The Responding Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. For those instances in which costs are to be reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Responding Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Responding Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be

reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.

9. **Materials and Supplies.** The Responding Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Responding Party's personnel. The Responding Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Responding Party, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing and authorized and executed in the same manner as this Agreement.
10. **Record Keeping.** The Responding Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party personnel shall provide information, directions, and assistance for record keeping to Responding Party personnel.
11. **Employment Status.** Nothing contained herein shall be construed or interpreted to imply that the law enforcement and emergency service officers temporarily transferred in accordance with this Agreement shall be employees of the Requesting Party. Such officers shall, in all events, remain the employees of the Responding Party.
12. **Narcotics Investigations.** This Agreement shall not repeal or supersede any agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict or otherwise modify in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.
13. **Entire Agreement.** This Agreement contains the entire and only understanding between the Parties as to the matters contained herein, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both Parties.
14. **Continued Effect.** This Agreement shall become operative immediately upon the signatures of the below listed representatives, and shall continue in force and remain binding until such time as either Party provides notice, in writing, of its desire to terminate the Agreement, to the other. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the date first above written.

Pickens County

By: J. Chappell Hebert
Its: Administrator

In the presence of:

Shirley Kinsey
[Signature]

Pickens County Sheriff's Office

By: Rob Clark
Its: Sheriff

In the presence of:

Wickie G. Smith
Mika Ferguson

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the date first above written.

Governing Body of Party Jurisdiction

By: _____

Its: _____

In the presence of:

Governing Body of Party Jurisdiction

By: _____

Its: _____

In the presence of:

Party - Law Enforcement Agency

By: Steve Loftis
Its: SHERIFF

In the presence of:

Shea Smith
M.A. EAST